

**EXHIBIT 4, Plaintiff's  
Trial Ex. 37**

Page 1 of 1

**From:** jalyons@lionllc.com.  
**Subject:** Rev Agreement  
**Date:** 05/08/2009 16:53  
**To:** fgill@glawoffice.com  
**Attachments:** Agreement\_Swiftships.pdf(34.79 KB)

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Attached please find the revised agreement.

All The Best  
Ace

James A. Lyons, Jr.  
Admiral, USN (ret)  
President/CEO

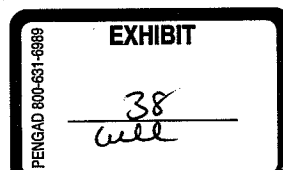
Lion Associates LLC  
Tel: 703-519-5600  
Fax: 703-519-5695

<https://mailapp02.register.com/7f416cc5/gds/popout.html>  
CONFIDENTIAL

7/14/2010

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LION0000063



# LION ASSOCIATES LLC

1635 PRESTON ROAD  
ALEXANDRIA, VIRGINIA 22302

Tel: 703.519.5600  
Fax: 703.519.5695  
Email: jalyons@lionllc.com  
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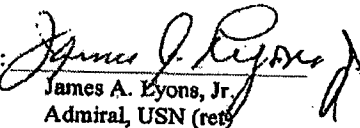
## Agreement

1. This Agreement is effective 29 April 2009 between LION Associates LLC, 1635 Preston Road, Alexandria, VA 22302 ("Consultant") and Swiftship Shipbuilders, LLC, a Group of Apex Group, P.O. Box 2869, 1105 Levee Road, Morgan City, LA 70831 ("Company").
2. Purpose. Consultant will provide marketing services and promote the Company by interfacing with the U.S. Government and various national and international companies who are known to have a requirement for Company product and services. Specifically, the Consultant will identify marketing opportunities in U.S. Government and commercial organizations and will explain the Company's capabilities; and represent that the Company that can achieve the objectives established by the appropriate enterprise better than any known competitor.
3. Compensation. Consultant will be reimbursed for this effort at a rate of \$7,500.00 per month for a period of twelve (12) months with \$7,500.00 paid upon signing and on the 15<sup>th</sup> of each month thereafter until termination. Also, Consultant will be paid 3% of each new contract obtained by LION.
4. Expenses and Termination. The Consultant will bear all expenses associated with its efforts in executing this contract except those agreed to by the Company in writing. Should either party decide to terminate this contract they will provide 30 days notice to the other party and will continue to perform as specified in other sections of this contract until the expiration of the notice period.
5. Governing Laws and Communication. The laws of the State of Virginia will govern all aspects of this contract. Commercial carrier express or electronic mail or facsimile will be used to communicate between the parties. During the term of the contract both parties will keep the other constantly advised of correct postal and e-mail addresses and voice and facsimile telephone numbers.

### Signatures:

LION Associates LLC

Swiftship Shipbuilders, LLC

By:   
James A. Lyons, Jr.  
Admiral, USN (ret)

By: \_\_\_\_\_  
Calvin Leleux

Title: President/CEO

Title: President

CONFIDENTIAL

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